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X Great Brit. - George III



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For Sale of Part of the settled Estates of Sir John Shelley, Bart. and of the Right Honourable John Shelley his Son, in the several Counties of Kent and Wilts ; and also of a Farm called Kingsham Farm, in the Parish of Saint Pancras in the County of Suffex; and for applying the Monies to arise by such Sale in Discharge of the Portions of the Daughters of the said Sir John Shelley, affecting the Estates of him and his said Son, and for other Purposes.



WHEREAS by Indentures of Lease and Release, bearing Date respectively the Seventeenth and Eighteenth Days of May, One thousand Seven hundred and Seventeen, the Release being Quadrapartite, and made, or mentioned to be made, between Sir John Shelley, of Mitchell Grove, in the County of Suffex, Baronet, of the First Part ; Sir Thomas Scawen, Knight and Alderman of London, and Catherine Scawen, Spinster, Daughter of the said Sir Thomas Scawen, of the Second Part ; the Right Honourable Hugh Boscawen, Esquire, Comptroller of his Majesty's Household, and one of his Majesty's most honourable Privy Council,

Council, and Sir *William Scawen*, of *Carshalton*, in the County of *Surry*, Knight, of the Third Part; and the Right Honourable *Henry Lord Teynham*, *John Trevanion*, of *Carbeys*, in the County of *Cornwall*, Esquire, Sir *Nathaniel Meade*, Knight, and Serjeant at Law, and *Thomas Reeve*, of the *Middle Temple*, *London*, Esquire, of the Fourth Part: The said Sir *John Shelley*, in Consideration of a Marriage then intended between him and the said *Catherine Scawen*, and of the Marriage Portion of the said *Catherine Scawen*, mentioned in the said Indenture of Release, did, by the said Indenture of Release, grant and convey unto the said *Hugh Boscawen* and Sir *William Scawen*, and their Heirs, all that Manor, Capital Messuage or Tenement and Farm, with the Lands, Tenements and Hereditaments thereunto belonging, or therewith used or let, commonly called *Faulkener's Hurst*, otherwise *Falconer's Hurst*, in the Parish of *Hurst*, and the Advowson of *Faulkener's Hurst*, with their Rights, Members, and Appurtenances in the County of *Kent*; and also all that Manor or Capital Messuage, Tenement and Farm, with the Appurtenances, and the Lands and Hereditaments thereunto belonging, or therewith used, commonly called *Easton Bassett*, in the County of *Wilts*; and all and singular other the Manors, Lordships, Capital Messuages, Farms, Lands, Advowsons, Tenements and Hereditaments of the said Sir *John Shelley*, in the said several Counties of *Kent* and *Wilts*; and also (amongst divers Manors, Messuages, Farms, Lands, Tenements and Hereditaments therein particularly mentioned in the County of *Sussex*) all that Farm called *Kingsham Farm*, with its Appurtenances, in the Parish of *Saint Pancras*, in the said County of *Sussex*, To hold unto the said *Hugh Boscawen* and Sir *William Scawen*, and their Heirs, to and for the several Uses, Intents and Purposes, upon the Trusts and Confidences, and under and subject to the Provisions and Agreements therein expressed concerning the same respectively; that is to say, to the Use of the said Sir *John Shelley* and his Heirs, until the said then intended Marriage should take effect, and from and after the Solemnization thereof, then, as for and concerning the several Messuages, Mills, Farms, Lands, Tenements and Hereditaments therein particularly mentioned in the several Parishes of *Sillington*, otherwise *Sullington*, *Clapham*, *Storrington*, *Limester*, *Arundel*, *Offham*, *Patching*, *Poling*, and *Ferring*, in the said County of *Sussex*, to the Use of the said Sir *John Shelley*, his Heirs and Assigns for ever: And as for and concerning other Part of the Premises in the Parishes of *Beckley* and *Pease Marsh*, in the said County of *Sussex*, therein also particularly mentioned, to the Use of the said Sir *Nathaniel Meade* and *Thomas Reeve*, for a Term of Ninety-nine Years, for securing to the said *Catherine Scawen* (since deceased) during the joint Lives of her and the said Sir *John Shelley*, her then intended Husband, the Payment of an Annuity or yearly Sum of Two hundred Pounds for her separate Use as therein is mentioned: And as for and concerning all and singular the Manors, Messuages, Lands, Tenements, Hereditaments and Premises whereof no Use was therein before limited, to the said Sir *Nathaniel Meade* and *Thomas Reeve*, (except the said Premises so limited to the said Sir *John Shelley*

Shelley and his Heirs) after the Solemnization of the said Marriage; and also as to the Premises comprized in the said Term of Ninety-nine Years, after the Determination of that Term, to the Use of the said Sir *John Shelley* for his Life, without Impeachment of Waste; with Remainder to Trustees and their Heirs during his Life, to preserve the contingent Remainders therein after limited, and from and after the Decease of the said Sir *John Shelley*; then, as for and concerning the Manor of *Knell*, and the Farm called *Knell Farm*, and several other Farms and Hereditaments therein mentioned, in the said Parishes of *Beckley* and *Pease Marsh*, in the said County of *Sussex*; and also all that Farm called *Kingsham Farm*, with its Appurtenances, in the Parish of *Saint Pancras*, in the said County of *Sussex*, (Seven Acres whereof are as therein is mentioned in *Portfield* and *Guildonfield*) then in the Occupation of *John Upsill*, at and under the yearly Rent of One hundred Pounds; and Two other Farms therein mentioned, called *Lee Farm* and *Patching Farm*, in the said Parishes of *Patching*, *Clapham*, *Angmering*, and *Storrington*, in the said County of *Sussex*; and also, all that Capital Messuage, Tenement, or Farm, called *Falconer's*, otherwise *Faulkener's Hurst*, in the Parishes of *Hurst* and *Burvington*, otherwise *Bunington*, in the said County of *Kent*, then in the Possession of *Mary Sharp* Widow, at and under the yearly Rent of One hundred and Ten Pounds; and all that Capital Messuage and Farm called *Easton Bassett*, in the Parishes of *Barwick*, *Saint Mary Dunbead*, and *Saint Andrew Dunbead*, in the said County of *Wills*, then in the Occupation of *Henry Foot*, at and under the yearly Rent of Two hundred Pounds, with the Appurtenances; to the Use of the said *Catherine Scawen* for her Life, for her Jointure, and in Bar of Dower; and, from and after her Decease, as for and concerning the said last mentioned Premises, to the Use of the said *Henry Lord Teynham* and *John Trevanion*, (both since deceased) their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, from thenceforth, without Impeachment of Waste, upon the Trusts, and to and for the Intents and Purposes therein and herein after mentioned concerning the same; and as well for and concerning the last mentioned Premises, from and after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years; as also, for and concerning all other the Premises therein before conveyed, after the Determination of the several Estates therein before limited thereof; except the said Premises, so limited to the said Sir *John Shelley* and his Heirs, from and after the Solemnization of the said then intended Marriage, to the Use of the First and other Son and Sons of the Body of the said Sir *John Shelley*, on the Body of the said *Catherine Scawen*, his then intended Wife, lawfully to be begotten in Tail Male, successively; and, for Default of such Issue, to the Use of the said Sir *John Shelley*, his Heirs and Assigns for ever: And, as for and concerning the said Term of Five hundred Years, therein before limited to the said *Henry Lord Teynham*, and *John Trevanion*, as aforesaid, it was thereby declared, that the said Term was so limited to them upon the Trusts, and to and for the Intents and Purposes therein

and

and herein after mentioned ; that is to say, That in case the said Sir *John Shelley* should happen to have Issue of his Body, begotten on the Body of the said *Catherine Scawen*, any younger Child or Children, besides an eldest or only Son, whether Son or Sons, Daughter or Daughters, who should be living at the Commencement of the said Term of Five hundred Years ; or, in case the said Sir *John Shelley* should happen to have no Issue Male, by him, on the Body of the said *Catherine Scawen*, begotten ; or, there being such, all of them should happen to die before any of them should attain the Age of Twenty-one Years, without leaving Issue Male of any of their Bodies, lawfully issuing ; and there should happen to be One or more Daughter or Daughters of the Body of the said Sir *John Shelley*, on the Body of the said *Catherine Scawen* begotten ; that then, and in any or either of the said Cases, the said *Henry Lord Teynham* and *John Trevanion* their Executors, Administrators, and Assigns, should, by and out of the Rents, Issues, and Profits, of the said Premises, so limited for the said Term of Five hundred Years, raise and pay convenient Maintenances for such younger Child or Children, or such Daughter or Daughters of the said then intended Marriage, as therein is mentioned, until such Time as the Portion or Portions, therein after provided for him, her, or them, should become payable, or be sooner paid, as therein after was mentioned : And upon further Trust, that the said *Henry Lord Teynham* and *John Trevanion*, their Executors, Administrators, and Assigns, should, after the Decease of the said Sir *John Shelley* and *Catherine Scawen*, and of the Survivor of them, by and out of the Rents, Issues, and Profits, of the said Premises, so limited for the said Term of Five hundred Years as aforesaid, or by Mortgage or Sale of all or any Part of the said Premises, or by all or any of the said Ways or Means, or by any other Ways and Means as they in their Discretion should think fit, levy and raise the Sum of Ten thousand Pounds for the Portion or Portions of such younger Child or Children, or Daughter or Daughters, payable in such Proportions, and at such Times, as the said Sir *John Shelley* and *Catherine Scawen*, his then intended Wife, during their joint Lives, or the Survivor of them, during his or her Life, by any Deed or Writing, or by his or her last Will and Testament in Writing, to be attested by Two or more credible Witnesses as therein is mentioned, should direct, limit, or appoint ; and for Want of such Direction, Limitation, or Appointment, then in Trust to levy the said Sum of Ten thousand Pounds, and pay the same to such younger Child or Children, or Daughter or Daughters, as aforesaid, to be equally divided between them, Share and Share alike ; the Shares of the younger Sons to be paid to them at their Ages of Twenty-one Years, and the Shares of the Daughters to be paid to them at their respective Ages of Twenty-one Years, or Days of Marriage, which should first happen, after the Decease of the Survivor of them the said Sir *John Shelley* and *Catherine Scawen* :

And

And whereas the said Marriage between the said Sir *John Shelley* and Dame *Catherine* his Wife (late *Catherine Scawen*) soon after took Effect and was solemnized, and the said Dame *Catherine Shelley* some Time afterwards died, leaving Issue, by the said Sir *John Shelley* her Husband, only three Daughters; namely, *Mary Shelley*, deceased; *Triphena Penelope Shelley*, who married *Charles Polbill* Esquire, and is since dead; and *Catherine Shelley*, Spinster, who is now living:

And whereas, the said *Mary Shelley*, attained her Age of Twenty-one Years, and afterwards died, having duly made her last Will and Testament in Writing, bearing Date the Seventeenth Day of *January*, One thousand Seven hundred and Sixty-two, and whereby she gave and bequeathed such Share of the said Sum of Ten Thousand Pounds as she was intitled unto, either under the said Settlement made on the Marriage of her said Father and Mother, or under certain Articles of Agreement made on that Occasion, as is in her said Will mentioned, to her Sister the said *Catherine Shelley*:

And whereas, the said *Henry Lord Teynham*, and *John Trevanion*, the Trustees to whom the said Term of Five hundred Years, created by the said Settlement made on the said Marriage of the said Sir *John Shelley* and Dame *Catherine* his late Wife, was limited, are both dead; and the said *John Trevanion* survived the said *Henry Lord Teynham*, whereby the Residue then to come and unexpired of the said Term of Five hundred Years, vested in the said *John Trevanion* by Survivorship, and the said *John Trevanion* is since dead, having first duly published his last Will and Testament in Writing, bearing Date the Twelfth Day of *August*, One thousand Seven hundred and Thirty-seven, and thereof constituted and appointed the Honourable *John Berkley*, now the Right Honourable *John Lord Berkley*, of *Stratton*; *Richard Elliot*, Esquire, since deceased; and *Barbara Trevanion*, his Widow, his Executors, who proved his said Will in the said Prerogative Court of the Archbishop of *Canterbury*; and the Residue of the said Term of Five Hundred Years is now become vested in the said *John Lord Berkley* and *Barbara Trevanion*, as the surviving Executors of the said *John Trevanion*:

And whereas, by Indentures of Lease and Release, bearing Date respectively the Sixth and Seventh Days of *March*, One thousand Seven hundred and Fifty-five, the Release being of Four Parts, and made between the said *Charles Polbill* and *Triphena Penelope* his then Wife, (late *Triphena Penelope Shelley*) the youngest Daughter of the said Sir *John Shelley*, by the said Dame *Catherine* his first Wife, of the first Part; the said Sir *John Shelley* of the second Part; *George Onslow* of *Ember Court* in the County of *Surry*, Esquire, and *William Pagett*, of the *Middle Temple, London*, Esquire, of the third Part; and *Richard Shelley* of *Conduit-street*, in the Parish of *Saint George, Hanover-square*, in the County of *Middlesex*, Esquire, Brother of the said Sir *John Shelley*, and *Richard Cromwell*, of *Lincolns-Inn*, in the said County of *Middlesex*,
B Gentleman,

Gentleman, of the fourth Part: After reciting by the said Indenture of Release, a Settlement therein mentioned by Lease and Release, made by the said *Charles Polbill*, previous to his Marriage with the said *Tripbena Penelope Polbill*, his late Wife, of the several Estates therein mentioned, for securing to her, in case she should survive her said Husband, the Payment of a certain Rent Charge therein mentioned for her Life, for her Jointure; and also reciting, that before such Marriage was solemnized, the said Sir *John Shelley* agreed with the said *Charles Polbill*, that he would cause to be paid unto the said *Charles Polbill*, his Executors or Administrators, at his the said Sir *John Shelley's* Death, the Sum of Three thousand Three hundred and Thirty-three Pounds Six Shillings and Eight Pence, as the Portion of the said *Tripbena Penelope Polbill*, being One Third Part of the said Sum of Ten thousand Pounds, provided for the Daughters of the said Sir *John Shelley* and Dame *Catherine*, his first Wife, by the said Settlement made on their Marriage as aforesaid; and that till the same was paid, he, the said Sir *John Shelley*, would pay to the said *Charles Polbill*, his Executors and Administrators, as and for the Interest of the said Sum of Three thousand Three hundred and Thirty-three Pounds Six Shillings and Eight Pence, the yearly Sum of One hundred and Five Pounds, therein and hereafter mentioned: It was by the said Indenture of Four Parts witnessed, that the said Sir *John Shelley*, in consideration of the said Marriage, then had and solemnized between the said *Charles Polbill* and *Tripbena Penelope* his Wife, and of the Settlement and Provision made thereby for the said *Tripbena Penelope Polbill*, and the Issue of that Marriage; and as a Declaration that the said *Charles Polbill* would be intitled to have and receive the said Sum of Three thousand Three hundred and Thirty-three Pounds Six Shillings and Eight Pence, as and for the Marriage Portion of the said *Tripbena Penelope Polbill*, to be paid at the Death of the said Sir *John Shelley*, according to the said Settlement made on his Marriage with the said Dame *Catherine Shelley*, his first Wife; and as a farther Mark and Token of his fatherly Love to the said *Tripbena Penelope Polbill*, the said Sir *John Shelley* did thereby promise to pay to the said *Charles Polbill*, the said Sum of One hundred and Five Pounds clear of all Deductions, as and in full for the Interest thereof, to be computed from the said Third Day of *December*, One thousand Seven hundred and Sixty-four, until the said Fortune or Sum of Three thousand Three hundred and Thirty-three Pounds Six Shillings and Eight Pence, should become payable: And the said Sir *John Shelley*, for the Ends and Purposes aforesaid, and in pursuance and by force and virtue of the Power and Authority to him in and by the said Indenture of Release or Settlement, dated the Eighteenth Day of *May*, One thousand Seven hundred and Seventeen, made on his Marriage with the said Dame *Catherine*, his Wife, as aforesaid, did by the said Indenture of Release of the Seventh Day of *March*, One thousand Seven hundred and Fifty-five, under his Hand and Seal, testified by the Three credible Witnesses whose Names were indorsed thereon, direct, limit, and appoint, that the Sum intended for the Portion of the said *Tripbena Penelope Polbill*, out of the said Sum of Ten thousand Pounds, to be raised for the Portions of the Daughters

Daughters of him the said Sir *John Shelley*, by the said Dame *Catherine* his first Wife, by virtue of the said Settlement made on their Marriage, and of the Trusts of the said Term of Five hundred Years therein mentioned, should be the said Sum of Three thousand Three hundred and Thirty-three Pounds Six Shillings and Eight Pence, and that the same should, from and immediately after the Death of him the said Sir *John Shelley*, be raised and levied out of the several Manors, Messuages, Lands, and Tenements charged therewith, and paid to the said *Charles Polbill*, his Executors, Administrators, and Assigns, as and for the Marriage Portion of the said *Triphena Penelope* his Wife; and for that End and Purpose the said Sir *John Shelley* did thereby authorise and direct the said Trustees of the said Term of Five hundred Years, or the Survivor of them, or the Executors and Administrators of such Survivor, immediately after his the said Sir *John Shelley's* Death, to raise and pay the same accordingly: And the said Sir *John Shelley* did thereby for himself, his Heirs, Executors, and Administrators, covenant with the said *Charles Polbill*, his Executors and Administrators, that he the said Sir *John Shelley* would pay or cause to be paid unto the said *Charles Polbill*, his Executors, Administrators, or Assigns, yearly and every Year, by Half-yearly Payments, on every Third Day of *June* and Third Day of *December* then next in each Year during the Life of him the said Sir *John Shelley*, the said Sum of One hundred and Five Pounds:

And whereas, by other Indentures of Lease and Release, bearing ^{15th and 16th} Date respectively the Fifteenth and Sixteenth Days of *March*, One ^{March, 1726.} thousand Seven hundred and Twenty-six, made previous to the Second Marriage of the said Sir *John Shelley* with his Second Wife, the Right Honourable *Margaret Pelham*, the youngest Sister of the Most Noble *Thomas Holles*, late Duke of *Newcastle*, deceased, the Release being Quadrupartite, and made between the said Sir *John Shelley* of the First Part, and the said *Thomas Holles*, then Duke of *Newcastle*, and the said *Margaret Pelham*, his youngest Sister, (since deceased) of the Second Part; the Right Honourable *Henry Earl of Lincoln*, and the Right Honourable *George Earl of Cardigan*, of the Third Part; and the Right Honourable *Richard Lord Viscount Fitzwilliam*, of *Merrion*, in the Kingdom of *Ireland*, *Sir William Gage*, of *Firle*, in the said County of *Sussex*, Baronet, and Knight of the Most Honourable Order of the *Bath*, and the Right Honourable *Henry Pelham*, only Brother of the said Duke of *Newcastle*, of the Fourth Part; the said Sir *John Shelley* did, by the said Indenture of Release, in consideration of the Marriage then intended between him and the said *Margaret Pelham*, and of the Sum of Ten thousand Pounds, the Marriage Portion of the said *Margaret Pelham*, therein mentioned, to be paid to him, grant and convey unto the said *Richard Lord Viscount Fitzwilliam*, and *Henry Pelham*, and their Heirs, all those the several Manors, Messuages, Farms, Lands, Advowsons, and Hereditaments, in the said several Counties of *Sussex*, *Kent*, and *Wilt*s, which were either limited to him in Fee by the said Settlement, made on his said former Marriage with the said Dame *Catherine Shelley* his first Wife, or which he was become seized of the Reversion in Fee,

Fee, expectant on the Determination of the said Term of Five hundred Years, subject to the Payment of the said Sum of Ten thousand Pounds, provided for the Portions of the Daughters of him the said Sir *John Shelley*, by his first Wife, as aforesaid; and all and singular, other the Manors, Lordships, Capital Messuages, Lands, Parks, Warrens, Woods, Rents, Advowsons, Tenements, and Hereditaments, of him the said Sir *John Shelley*, situate, lying, and being in the several Towns, Parishes, Hamlets, Precincts, Territories, or Liberties of *Clapham*, *Paching*, *Storrington*, *East Angmering*, *West Angmering*, *Kingsham*, *Sillington*, *Rustington*, *Arrundel*, *Ecclesden*, *Burpham*, *Poling*, *St. John Lemister*, *Warneing*, *Campe*, *Little Hampton*, *Ferring*, *Combes*, *Beckley*, *Pease Marsh*, *Knell*, and *St. Pancras*, or elsewhere, in the said County of *Sussex*, and in *Faulkener's Hurst*, otherways *Folkener's Hurst*, and in *Allington*, and *Burvington*, otherways *Bunnington*, in the said County of *Kent*, and in *Easton Bassett*, *Barwick*, *St. John Dunbead*, *St. Andrew Dunbead*, *St. Mary*, or elsewhere, in the said several Counties of *Sussex*, *Kent*, and *Wills*, (except a Farm therein mentioned, called *Sillington Farm*, situate, lying, and being in *Sillington*, otherwise *Sullington*, in the said County of *Sussex*) to hold unto the said *Richard*, Lord Viscount *Fitzwilliam*, and *Henry Pelbam*, and their Heirs, to the several Uses, Intents, and Purposes, and subject to the several Trusts, Provisoes, Limitations, and Agreements, therein and herein after mentioned; that is to say, To the Use of the said Sir *John Shelley*, and his Heirs, until the Solemnization of the said Marriage then intended between him and the said *Margaret Pelbam*; and from and immediately after the Solemnization thereof, to the Use and Intent that the Trustees should receive and take out of all the said Manors and Premises, during the joint Lives of the said Sir *John Shelley* and *Margaret Pelbam* (since deceased) his then intended Wife, One Annuity or Yearly Rent Charge of Three hundred Pounds, and pay the same to the said *Margaret Pelbam*, for her separate Use as therein is mentioned, and subject thereto, to the Use of the said Sir *John Shelley*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste: And from and after the Determination of that Estate, to the Use of the said *Richard* Lord Viscount *Fitzwilliam* and *Henry Pelbam*, and their Heirs, during the Life of the said Sir *John Shelley*, in Trust, to preserve the contingent Remainders therein after limited: And from and after his Decease, then as for and concerning the several Messuages, Farms, Lands, Tenements, and Hereditaments, therein particularly mentioned, called respectively *Appletham Farm*, *Lee Farm*, *Legatt's Farm*, *Busby's Farm*, *Old Place Farm*, *New Place Farm*, *Poling Farm*, *Fair Place Farm*, and several other Messuages, Farms, Lands, Tenements, and Hereditaments therein mentioned, situate, lying, and being in the several Parishes of *Combes*, *Clapham*, *Angmering*, *Paching*, *Feering*, *Poling*, and *Offham*, in the said County of *Sussex*, to the Use of the said *Margaret Pelbam* for her Life, for her Jointure, and in Lieu and full Bar of Dower: And as for and concerning the Manors of *Michel Grove*, *Clapham*, *Knell*, *Appletham*, *Combes*, *Paching*, *Poling*, *St. John*, and *Kingsham*, and all other the Lands, Tenements,

ments, Hereditaments, and Premises, not thereby limited in Jointure to the said *Margaret Pelham*, to the Use of the said Duke of *Newcastle*, *George Earl of Cardigan*, *Sir William Gage*, and *Henry Pelham*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence from the Death of the said *Sir John Shelley*, without Impeachment of Waste on the Trusts therein and herein after mentioned concerning the same, and from and after the Determination of that Term; then as for and concerning all and every the said Manors, Messuages, Lands, Tenements, and Hereditaments comprised in the said Term of One thousand Years; and all other the Lands, Tenements, Hereditaments, and Premises thereby granted, as the Uses thereof before limited should respectively end and determine, to the Use of the first and other Son and Sons of the Body of the said *Sir John Shelley* on the Body of the said *Margaret Pelham*, his then intended Wife, to be begotten in Tail Male successively; and for Default of such Issue, to the Use of the said *Sir John Shelley*, his Heirs and Assigns for ever; and it was thereby declared, that the said Term of One thousand Years was so limited to the said Duke of *Newcastle*, *George Earl of Cardigan*, *Sir William Gage*, and *Henry Pelham*, their Executors, Administrators, and Assigns, upon the Trusts, and to the Ends, Intents, and Purposes therein and herein after mentioned concerning the same; that is to say, upon Trust, that the said Duke of *Newcastle*, *George Earl of Cardigan*, *Sir William Gage*, and *Henry Pelham*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the Commencement of the said Term, in the first Place, from Time to Time during the Life of the said *Margaret Pelham*, in case she should survive the said *Sir John Shelley*, her then intended Husband, in such Manner as therein is mentioned, save harmless and indemnify the said *Margaret Pelham*, and the Premises comprised in her said Jointure, from and against the said Term of Five hundred Years, limited to the said *Henry Lord Teynham* and *John Trevanion* by the said Settlement made on the Marriage of the said *Sir John Shelley* with the said *Catherine Scawen*, his first Wife, for raising the said Sum of Ten thousand Pounds for the Portions of the Daughters of that Marriage, and against all Charges, Damages, and Expences to be sustained by the said *Margaret Pelham* by reason thereof; and upon further Trust, that in case the said *Sir John Shelley* should happen to have any younger Child or Children besides an only Son by the said *Margaret Pelham*, his then intended Wife, whether a Son or Sons, or Daughter or Daughters; or in case the said *Sir John Shelley* should happen to have no Issue Male by the said *Margaret Pelham*, or there being such Issue Male, all of them should happen to die before any of them should attain the Age of Twenty-one, without leaving Issue Male, and there should happen to be One or more Daughter or Daughters of the said *Sir John Shelley* by the said *Margaret Pelham*, that then in any or either of the said Cases the said Duke of *Newcastle*, *George Earl of Cardigan*, *Sir William Gage*, and *Henry Pelham*, their Executors, Administrators, and Assigns, should, by and out of the Rents, Issues, and Profits of the said Premises, limited to them for the said Term of One

thousand Years, raise and pay convenient Maintenances for such younger Child or Children, or such Daughter or Daughters, of the said Sir *John Shelley*, by the said *Margaret Pelbam*, as therein is mentioned; and upon farther Trust, that the said Duke of *Newcastle*, *George Earl of Cardigan*, Sir *William Gage*, and *Henry Pelbam*, their Executors, Administrators, and Assigns, should after the Decease of the said Sir *John Shelley* and *Margaret Pelbam*, and the Survivor of them, by and out of the Rents, Issues, and Profits of the said Premises, so limited for the said Term of One thousand Years as aforesaid, or by Mortgage or Sale of all or any Part of the same Premises, or by all or any of the said Ways or Means, or by any other Ways or Means, as they in their Discretion should think fit, levy and raise the Sum of Ten thousand Pounds for the Portion or Portions of such younger Child or Children, or Daughter or Daughters, payable in such Proportions, and at such Times, as the said Sir *John Shelley* and *Margaret Pelbam*, or the Survivor of them, should by Deed or Will, to be attested by Two or more credible Witnesses, as therein is mentioned, direct, limit, or appoint; and for Want of such Direction, Limitation, or Appointment, then in Trust to pay the said Sum of Ten thousand Pounds to such younger Child or Children, Daughter or Daughters, equally between them, Share and Share alike; the Share of the younger Sons to be paid at their respective Ages of Twenty-one Years, and the Share of the Daughter or Daughters to be paid at her or their Age or Ages of Twenty-one Years, or Day or Days of Marriage, which should first happen, after the Decease of the Survivor of them the said Sir *John Shelley* and *Margaret Pelbam*, his then intended Wife.

And whereas the said Marriage between the said Sir *John Shelley* and Dame *Margaret* his second Wife (late *Margaret Pelbam*) was soon afterwards had and solemnized; and they had Issue between them the Right Honourable *John Shelley*, now Treasurer of his Majesty's Household, and one of his Majesty's most Honourable Privy Council, their only Son, and *Henrietta Shelley*, now the Wife of the Right Honourable *George Onslow*, their only Daughter; and the said Dame *Margaret Shelley*, died several Years since:

And whereas, by Articles of Agreement made and entered into previous to the Marriage of the said *George Onslow* with the said *Henrietta* his Wife, (late *Henrietta Shelley*) bearing Date the Twenty-third Day of *June* One thousand Seven hundred and Fifty-three, and made, or mentioned to be made, between the Right Honourable *Arthur Onslow*, then Speaker of the Honourable House of Commons, (since deceased) and *Ann* his Wife, and the said *George Onslow*, the only Son and then Heir Apparent of the said *Arthur Onslow* of the one Part, and the said Sir *John Shelley* and Dame *Margaret* his then Wife, and the said *Henrietta Shelley*, only Daughter of the said Sir *John Shelley*, and Dame *Margaret* his Wife, of the other Part, after reciting thereby the Marriage then intended between the said *George Onslow* and *Henrietta* his Wife; and the said Settlement

Settlement of the Sixteenth Day of *March* One thousand Seven hundred and Twenty-six, made on the Marriage of the said Sir *John Shelley* and Dame *Margaret* his second Wife, so far as concerned the Trust of the said Term of One thousand Years therein mentioned, for raising and paying the said Sum of Ten thousand Pounds for the Portions of the younger Children of the said Sir *John Shelley* and Dame *Margaret* his Wife; and that the said *Henrietta Onslow*, as their then only Daughter or younger Child, would on their Deaths, in case there should be no other younger Child, become intitled to the said Sum of Ten thousand Pounds; and also reciting that it had been agreed by the said Sir *John Shelley* and Dame *Margaret* his then Wife, that in Part Performance of the Power and Authority reserved to them by their said Marriage-Settlement, for the immediate Advancement of the said *Henrietta Onslow* in Marriage with the said *George Onslow*, her then intended Husband, that the Sum of Three thousand Pounds, Part of the said Sum of Ten thousand Pounds, should be raised and paid into the Hands of proper Trustees, as Part of the Marriage-Portion of the said *Henrietta Onslow*, with a Proviso that the said Sir *John Shelley* should, from the Solemnization of the said intended Marriage, during his Life, pay to the said *George Onslow* the yearly Sum of One hundred and Five Pounds by Half-yearly Payments, as therein is mentioned, as Interest for the said Sum of Three thousand Pounds at the Rate of Three Pounds Ten Shillings for every Hundred Pounds for a Year; and that it was thereby agreed, that so long as the same was so paid, that the said Sum of Three thousand Pounds should not be raised; and that it had also been agreed, that in case there should happen to be no other younger Children between the said Sir *John Shelley* and Dame *Margaret* his Wife, that the remaining Sum of Seven thousand Pounds, other Part of the said Sum of Ten thousand Pounds, should be considered, and the same was thereby declared and agreed to be in full of the Marriage Portion of the said *Henrietta Onslow*; and that the same, together with the said Sum of Three thousand Pounds, should be settled in Manner therein and herein after mentioned concerning the same; and that it was also thereby agreed, that the Executors or Administrators of the said *Arthur Onslow* should, within Six Months after the Death of the said *Arthur Onslow* and *Ann* his Wife, advance and pay into the Hands of such proper Trustees the Sum of Ten thousand Pounds; which said several Sums of Three thousand Pounds, Seven thousand Pounds, and Ten thousand Pounds, were to be in Lieu of any Dower or Thirds which the said *Henrietta Onslow* might claim out of the Estate of the said *George Onslow* as therein is mentioned, and were to be raised, kept, and preserved, as and for the Portions and Provision for such Child and Children as should happen by such Marriage, and to be divided in such Shares and Proportions as therein and herein after is mentioned: It was by the said Articles of Agreement witnessed, that, in Consideration of the said then intended Marriage between the said *George Onslow* and *Henrietta* his Wife, the said Sir *John Shelley* did thereby for himself,

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his Heirs, Executors, and Administrators, covenant with the said *George Onslow*, his Executors and Administrators, to pay to the said *George Onslow*, his Executors, Administrators, and Assigns, for the Use of the said *Henrietta Onslow* his Wife, the said yearly Sum of One hundred and Five Pounds, at Two equal Half-yearly Payments, to be computed from the Day of the Solemnization of the said then intended Marriage, as and for the Interest of said Sum of Three thousand Pounds; and that in case Default should be made in Payment of the same, from Time to Time, for the Space of Twenty-one Days, that the said Sir *John Shelley*, and Dame *Margaret* his then Wife, should signify their Consent to the Trustees named in their said Marriage Settlement, for the immediate raising the said Sum of Three thousand Pounds as Part of the Marriage Portion of the said *Henrietta Onslow*: And the said *Arthur Onslow* thereby covenanted to pay to the said *George Onslow* his Son, during the Life of the said *Arthur Onslow* and *Ann* his Wife, and the Survivor of them, the like yearly Sum of One hundred and Five Pounds as therein is mentioned; and that within Six Months after the Death of the Survivor of them the said *Arthur Onslow* and *Ann* his Wife, the Sum of Ten thousand Pounds should be advanced, raised, and paid into the Hands of proper Trustees, to be nominated and appointed by the said *George Onslow* and *Henrietta* his Wife, or the Survivor of them, in order to be laid out on Government or other Securities, for the Purposes and Uses therein and herein after mentioned: And it was thereby agreed, that the said several Sums of Three thousand Pounds and Seven thousand Pounds, (in case of no farther Issue between the said Sir *John Shelley* and Dame *Margaret* his Wife, and which Event so happened) and Ten thousand Pounds, to be paid by the said *Arthur Onslow*, should be vested in such proper Trustees for the Fortunes, Portions, and Provisions, of the Children or Child of the said then intended Marriage: And it was thereby agreed that it should be lawful to and for the said *George Onslow*, in the Lifetime of the said *Arthur Onslow* and *Ann* his Wife, by Will or Deed as therein is mentioned, to bequeath or dispose of any Part of the said Sum of Ten thousand Pounds, covenanted to be paid by the said *Arthur Onslow* as aforesaid, after the Death of the said *Henrietta Onslow* his Wife, (it being agreed, as therein is mentioned, that she should receive the Interest and Produce thereof for her Life, after the Death of the said *Arthur Onslow* and *Ann* his Wife, when the same would become payable) to and among the Children of the said then intended Marriage, in such Shares, and at such Times, as the said *George Onslow* should think fit; and for Want of such Disposition, to be equally divided among such Children, if more than One, and if but One such Child, then to be paid to such only Child, after the Death of the said *Henrietta Onslow*; and in case of no Child, then to belong to the Executors, Administrators, or Assigns, of the said *George Onslow*: And it was thereby further agreed, that it should be lawful for the said *Henrietta Onslow*, notwithstanding her Coverture, at any Time during her Life,

Life, by her Will, or any Deed to be executed by her in the Presence of Two or more credible Witnesses, to give, bequeath, and dispose of the said Sum of Three thousand Pounds, and also of the said remaining Sum of Seven thousand Pounds (in case there should be no further Issue between the said Sir *John Shelley* and Dame *Margaret* his then Wife) when the same should become payable, or any Part or Proportion thereof, to or amongst such Child or Children as should happen of the said intended Marriage of the said *George Onslow* and *Henrietta* his Wife, in such Shares, Manner, and Proportions, and at such Time and Times as she should think fit and proper, from and after the Death of the said *George Onslow*, (it being, as therein is mentioned, intended and agreed that the said *George Onslow* should have and receive the Interest and Produce thereof for his Life) and for Want of such Disposition to be made thereof by the said *Henrietta Onslow*, to be equally paid to and divided amongst such Children, if more than One, or Child, if but One; and for Want of such Disposition thereof, or any Part thereof, to be made after the Death of the said *George Onslow*, to pay and deliver up the same, and the Trust thereof, unto the Executors, Administrators, or Assigns of her the said *Henrietta Onslow*: And it was thereby further agreed and declared, that in case the said *Henrietta Onslow* should happen to die in the Lifetime of the said Sir *John Shelley* and Dame *Margaret* his then Wife, her Father and Mother, before the said remaining Sum of Seven thousand Pounds (in case of no further Issue between them as aforesaid) should be raised, or become payable, leaving no Child or Children of the said then intended Marriage, that then the said Sum of Seven thousand Pounds, or so much thereof as should not be raised or become payable, should merge and sink in the real Estate of him the said Sir *John Shelley*, for the Benefit of his Heir at Law, charged with Interest for the said remaining Sum of Seven thousand Pounds, or so much thereof as should not be raised or become payable, after the Rate of Three Pounds Ten Shillings for every Hundred Pounds for a Year unto the said *George Onslow* for his Life:

And whereas the said Dame *Margaret Shelley*, the Second Wife of the said Sir *John Shelley*, having died without leaving any younger Child by the said Sir *John Shelley*, except the said *Henrietta Onslow* their Daughter, as aforesaid, the said whole Sum of Ten thousand Pounds provided for the Portion or Portions of their younger Child or Children by their said Marriage Settlement, will, upon the Death of the said Sir *John Shelley*, become payable to or for the Benefit of the said *George Onslow* and *Henrietta* his Wife, and the Issue between them, upon and subject to the Trusts mentioned in their said Marriage Articles concerning the same; and the said *George Onslow* and *Henrietta* his Wife have now Issue living between them two Children, namely, *Thomas* and *Edward*, who are Infants under the Age of Twenty-one Years respectively:

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And

And whereas the said *Thomas Holles Duke of Newcastle*, *George Earl of Cardigan*, *Sir William Gage*, and *Henry Pelham*, the Trustees to whom the said Premises comprized in the said Term of One thousand Years were limited by the said Settlement made on the Marriage of the said *Sir John Shelley* and *Dame Margaret* his Second Wife, for the raising Portions for the younger Children of that Marriage as aforesaid, are all dead, and the said Duke of *Newcastle* being the Survivor of them, the Premises comprized in that Term are now become vested in the Most Noble *Henrietta Duchess Dowager of Newcastle*, and the Right Honourable *Thomas Lord Pelham*, as the Executors of the said *Thomas Holles* late Duke of *Newcastle*, the surviving Trustee touching the said Term :

And whereas the said *Charles Polbill*, by virtue of the said Settlement made on his Marriage with the said *Triphena Penelope Polbill* his late Wife, one of the Three Daughters of the said *Sir John Shelley* by the said *Dame Catherine* his first Wife, will, upon the Death of the said *Sir John Shelley*, become intitled to the said Sum of Three thousand Three hundred and Thirty-three Pounds Six Shillings and Eight Pence, being one Third Part of the said Sum of Ten thousand Pounds provided for the Portions of the younger Children of the said *Sir John Shelley* and *Dame Catherine* his first Wife, by the said Settlement made on their said Marriage, and charged on the Premises comprized in the said Term of Five hundred Years therein mentioned; and the said *Catherine Shelley*, in her own Right, and as Legatee of the said *Mary Shelley* her late Sister, the other two Daughters of the said *Sir John Shelley* and *Dame Catherine* his first Wife, will, upon the Death of the said *Sir John Shelley* her Father, become intitled to the Sum of Six thousand Six hundred and Sixty-six Pounds Thirteen Shillings and Four Pence, the two remaining Third Parts of the said last mentioned Sum of Ten thousand Pounds :

And whereas the said *Sir John Shelley*, being Tenant for his Life in Possession of all the Estates and Premises granted and conveyed by the said Settlement made on the Marriage of the said *Sir John Shelley* with *Dame Margaret* his Second Wife, and the said *John Shelley*, as the only Son of the said *Sir John Shelley*, being, by virtue of the said last mentioned Settlement made on the Marriage of his said Father and Mother, Tenant in Tail Male of all the said Estates therein mentioned in Remainder expectant on the Death of the said *Sir John Shelley* his Father, (except the said Farm called *Sillington*, otherwise *Sullington Farm*, of which the said *Sir John Shelley* was seised in Fee Simple) subject to the said two several Terms of One thousand Years and Five hundred Years, and the Trusts thereof as aforesaid, the said *Sir John Shelley*, and *John Shelley* his Son, in *Easter Term*, in the Ninth Year of the Reign of his present Majesty, joined in suffering three common Recoveries of the several Manors and Premises in the said several Counties of *Sussex*, *Kent*, and *Wilt*, which by virtue of the said last mentioned

mentioned Marriage Settlement the said *John Shelley* was seised of in Tail Male, in order to bar and destroy all Estates Tail and Remainders expectant or depending thereon; and by Indenture Quadrupartite of Bargain and Sale, bearing Date the Fifth Day of *May*, One thousand Seven hundred and Sixty-nine, inrolled in the high Court of Chancery, and made, or mentioned to be made, between the said Sir *John Shelley* of the First Part, the said *John Shelley* of the Second Part, *Edward Woodcock*, Esquire, of the Third Part, and *Elborough Woodcock*, Gentleman, of the Fourth Part, the said several common Recoveries were thereby declared to enure to the Use of such Person or Persons, and for such Estate or Estates, and subject to such Powers, Declarations, and Agreements, as the said Sir *John Shelley* and *John Shelley* his Son, by any Deed or Deeds, Writing or Writings, to be by them sealed and delivered in the Presence of Two or more credible Witnesses, should direct, limit or appoint, and in the mean time to the Use of the said Sir *John Shelley* for his Life, without Impeachment of Waste; and after his Death, in case the said *John Shelley* his Son should survive him, to the Use of the said *John Shelley*, his Heirs and Assigns for ever; but in case of the Death of the said *John Shelley*, in the Lifetime of the said Sir *John Shelley* his Father, then to the Use of the said Sir *John Shelley*, his Heirs and Assigns, for ever:

And whereas the said *John Shelley* intermarried with *Wilhelmina Newnham* Spinster, and previous to such Marriage, by Indentures of ^{14th and 15th} of July, 1769. Lease and Release, bearing Date, respectively, the Fourteenth and Fifteenth Days of *July*, One thousand Seven hundred and Sixty-nine, the Release being of Six Parts, and made between the said Sir *John Shelley* and *John Shelley*, his Son, of the First Part; the said *Wilhelmina Newnham* of the Second Part; the Most Noble *Henry*, Duke of *Newcastle*, Knight of the Most Noble Order of the Garter, and Sir *Mark Parsons* of *Epsom*, in the said County of *Surry*, Baronet, of the Third Part; *John Newnham* of *Maresfield*, in the said County of *Sussex*, Esquire, and the Reverend *Richard Russell* of *Broadwater*, in the said County of *Sussex*, Master of Arts, of the Fourth Part; the said *George Onslow*, *Henry Shelley* of *Lewes*, in the said County of *Sussex*, Esquire, *William Kempe* of *Lincoln's Inn*, in the said County of *Middlesex*, Esquire, and *William Weller Pepys* of *Lincoln's Inn* aforesaid, Esquire, of the Fifth Part; and *George Lewis Newnham* of *Lincoln's Inn* aforesaid, Esquire, and *Bateman Robson* of the *Inner Temple*, *London*, Gentleman, of the Sixth Part: It was by the said Indenture of Release witnessed, that in Consideration of the Marriage then intended between the said *John Shelley* and *Wilhelmina* his now Wife, and of the Sum of Thirteen thousand Pounds, the Marriage Portion of the said *Wilhelmina Newnham*, agreed to be paid and secured in such Manner as therein is mentioned; and for making a Provision for the said *John Shelley* and *Wilhelmina Newnham* his then intended Wife, and the Issue between them, in Manner therein and herein after mentioned; and for settling the several Manors or Lordships, Capital Messuage, and other Messuages,

fuages, Cottages, Mills, Park Farms, Lands, Tenements, Advow-
 sons, Woods, Rents, and Hereditaments, therein after mentioned
 to be granted and conveyed, to the Uses, for the Intents and Pur-
 poses, upon the Trusts, and under and subject to the Powers, Pro-
 visoos, and Agreements, therein and herein after expressed concern-
 ing the same; and for other the Considerations therein mentioned,
 they the said Sir *John Shelley* and *John Shelley*, by Force and Virtue of
 the said Power or Authority to them given and reserved, in and by
 the said Indenture of Bargain and Sale, of the Fifth Day of *May*, One
 thousand Seven hundred and Sixty-nine, before mentioned and therein
 recited, for the suffering the said Three several common Recoveries
 (and which had been suffered pursuant thereto as by the said Settlement
 was recited) and of all and every other Power and Powers, Authority
 and Authorities, vested in them, or enabling them in that Behalf, and in
 Exercise and Execution thereof did, by the said last mentioned Inden-
 ture of Release by them sealed and delivered in the Presence of the
 Two credible Witnesses whose Names were indorsed thereon, direct,
 limit, and appoint, that the said Indenture of Bargain and Sale, and
 the said common Recoveries suffered in pursuance thereof, should,
 as to the Hereditaments therein comprized, and by the said Indenture
 of Release therein after mentioned to be granted and released, with their
 Appurtenances, be and enure; and that the same Hereditaments should
 from thenceforth be, remain, and continue, unto the said *Henry Duke*
 of *Newcastle* and *Sir Mark Parsons*, and their Heirs, to the Uses, for
 the Intents and Purposes, upon the Trusts, and under and subject to
 the Powers, Provisoos, and Agreements, in the said Indenture of Re-
 lease, and herein after mentioned concerning the same: And the said Sir
John Shelley and *John Shelley*, for the Considerations aforesaid, did, by
 the last mentioned Indenture of Release or Settlement, grant, release,
 and confirm unto the said *Henry Duke of Newcastle*, and *Sir Mark*
Parsons, and their Heirs, the several Manors or Lordships, Messuages,
 Parks, Farms, Lands, Tenements, and Hereditaments, therein par-
 ticularly mentioned and described, in the several Parishes and Places
 therein mentioned, in the said County of *Sussex*; and, particularly, all
 that Farm, with the Lands, Grounds, and other Appurtenances,
 thereto belonging and therewith usually held and enjoyed, commonly
 called or known by the Name of *Kingsham Farm*, situate in the Parish
 of *Saint Pancras*, in the said County of *Sussex*, then in the Tenure or
 Occupation of *Joseph Randall*, his Undertenants or Assigns, at and
 under the Yearly Rent of One hundred and Twenty-three Pounds
 Two Shillings and Four Pence; and also, all that the said Manor or
 Lordship of *Faulkenburst*, in the said County of *Kent*, with its Rights,
 Royalties, Members, and Appurtenances, and all Messuages, Cottages,
 Farms, Lands, Tenements, Woods, Rents, and Hereditaments, to the
 said Manor belonging, or reputed to belong or appertain, or accepted,
 reputed, deemed, taken, or enjoyed, as Part or Parcel thereof; and
 also, the Advowson and Right of Patronage to the Parish Church of
Faulkenburst aforesaid; and also, all that Farm, with the Lands and
 Grounds

Grounds thereto belonging and therewith held and enjoyed, commonly called or known by the Name of *Faulkenburst Farm*, situate and being in the Parishes of *Faulkenburst* and *Bonnington*, or One of them, in the said County of *Kent*, and then or late in the Tenure or Occupation of *John Dunk*, his Undertenants or Assigns, under the Yearly Rent of One hundred and Thirty-five Pounds; and also, all that the said Manor or Lordship of *Easton Bassett*, in the said County of *Wils*, with its Rights, Royalties, Members, and Appurtenances, and all Messuages, Cottages, Farms, Lands, Tenements, Woods, Rents, and Hereditaments, to the said Manor belonging or reputed to belong, or accepted, reputed, deemed, taken, or enjoyed, as Part or Parcel thereof; and also, all that Farm, with the Lands and Grounds thereto belonging and therewith held and enjoyed, commonly called or known by the Name of *Easton Bassett*, situate and being in the said Parish of *Dunbead Saint Andrew*, in the said County of *Wils*, then or late in the Tenure or Occupation of *Joseph Foote*, at and under the Yearly Rent of Two hundred and Fifty Pounds, together with their and every of their Appurtenances respectively; and all and singular other the Manors, Lordships, Messuages, Farms, Lands, Advowsons, Tenements, and Hereditaments whatsoever, of the said Sir *John Shelley* and *John Shelley*, or either of them, situate, lying, and being within the several Towns, Parishes, Hamlets, Fields, Precincts, Territories, or Liberties therein particularly mentioned, or elsewhere, in the said County of *Sussex*, and in *Faulkenburst*, otherwise *Folkenburst*, and in *Allington* and *Burvington*, otherwise *Bunnington*, aforesaid, or any of them, or elsewhere, in the said County of *Kent*, and in *East Bassett*, *Barwick*, *Saint John*, and *Dunbead Saint Andrew*, and *Dunbead Saint Mary* aforesaid, or any of them, or elsewhere, in the said County of *Wils* (save and except the said Farm therein particularly mentioned in *Sullington* aforesaid, in the said County of *Sussex*, then in the Tenure or Occupation of *Eleanor* and *Thomas Fuller*, under the Yearly Rent of One hundred and Thirty-four Pounds Ten Shillings) to hold unto the said *Henry Duke of Newcastle* and Sir *Mark Parsons*, to and for the several Uses, Intents, and Purposes, and upon the several Trusts, and under and subject to the several Provisoos, Limitations, and Agreements therein and herein after mentioned, limited, and appointed, of and concerning the same; that is to say, from and after the Solemnization of the said then intended Marriage between the said *John Shelley* and *Wilhelmina Newnham* his now Wife, then as for and concerning two certain Farms therein particularly mentioned, called respectively *Michell Grove Farm* and *Apple-sham Farm* in the said County of *Sussex*, with the Appurtenances, to the Use of the said *John Newnham* and *Richard Russel*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon the Trusts therein and herein after mentioned; and from and after the End, Expiration, or other sooner Determination of the said Term of Ninety-nine Years, and subject thereto and to the Trusts thereof in the mean time, to and for the Use, Intent, and Purpose, that in case the said *John Shelley* should die during the joint Lives of the said Sir *John Shelley* and *Wil-*

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belmina Newnham, she the said *Wilhelmina Newnham* and her Assigns should, from and immediately after the Death of the said *John Shelley* yearly, during the Life of the said *Sir John Shelley* (but no longer) take and receive One Annuity or yearly Rent-charge of Three hundred Pounds, clear of Taxes, to be paid quarterly, as therein is mentioned, out of the said Farms and Premises comprised in the said Term of Ninety-nine Years; the first Payment of such Annuity or yearly Rent-charge to be paid on such quarterly Feasts or Days of Payment therein mentioned as should next happen after the Decease of the said *John Shelley*, her then intended Husband, with Powers of Entry and Distress, and other Remedies for recovering and receiving the same as are therein mentioned, and subject to the said Term of Ninety-nine Years, and the Trusts thereof, and charged with the said Annuity or yearly Rent-charge of Three hundred Pounds, as to, for, and concerning the said Hereditaments and Premises comprised in the said Term of Ninety-nine Years, from and immediately after the End, Expiration, or other sooner Determination of that Term: and as to all the rest and Residue of the said Hereditaments and Premises thereby granted and released to the Use of the said *Sir John Shelley* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and with such Power of leasing as is therein after mentioned; and from and immediately after the Decease of the said *Sir John Shelley*, in case the said *John Shelley* should survive him, to the Use of the said *John Shelley* and his Assigns, for his Life, without Impeachment of Waste; and from and immediately after the Determination of the said several Estates so limited to the said *Sir John Shelley* and *John Shelley* respectively, to the Use of the said Trustees and their Heirs, during the Lives of the said *Sir John Shelley* and *John Shelley*, in Trust, to preserve the contingent Uses and Estates therein after limited; and from and immediately after the Decease of the Survivor of the said *Sir John Shelley* and *John Shelley*, as to, for, and concerning the said Two Farms, Hereditaments, and Premises comprised in the said Term of Ninety-nine Years, and subject thereto and the Trusts thereof; and as to, for, and concerning the Manor of *Kingsham*, and other Manors, Messuages, Farms, Lands, Advowsons, Tenements, and Hereditaments therein particularly mentioned, in the said County of *Sussex* (whereof the said Farm called *Kingsham Farm* aforesaid, in the said Parish of *Pancras* in the said County of *Sussex*, is not any Part) to the Use, Intent, and Purpose that the said *Wilhelmina Newnham* the then intended Wife of the said *John Shelley* and her Assigns, in case she should survive the said *Sir John Shelley*, and *John Shelley*, should, from and immediately after the Decease of the Survivor of them the said *Sir John Shelley* and *John Shelley*, yearly and every Year, have, receive, take, and enjoy, during the Term of her natural Life, One Annuity or yearly Rent-charge of One thousand Two hundred Pounds, clear of Taxes, to be issuing out of the said last mentioned Manors and Premises, to be paid to her quarterly as therein is mentioned, with proper Powers of Entry and Distress, and other Remedies for recovering and receiving the same as are therein mentioned; and as to, for, and concerning all the said Manors and Premises charged with, and subject

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to the Payment of the said Annuity or yearly Rent-charge of One thousand Two hundred Pounds, from and immediately after the Decease of the Survivor of the said Sir *John Shelley* and *John Shelley*, to the Use of the said *George Onslow*, *Henry Shelley*, *William Kemp*, and *William Weller Pepys*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence from the Decease of the Survivor of the said Sir *John Shelley* and *John Shelley*, without Impeachment of Waste, upon the several Trusts therein and herein after mentioned concerning the same Term; and from and immediately after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years, and subject thereto, and to the Trusts thereof, to the Use of the first and other Son and Sons of the Body of the said *John Shelley* on the Body of the said *Wilhelmina Newnham*, his then intended Wife, to be begotten in Tail Male successively; and for Default of such Issue, in case the said Sir *John Shelley* should die in the Lifetime of the said *John Shelley* his Son, to the Use of the said *John Shelley*, his Heirs and Assigns for ever; but in case the said *John Shelley* should die in the Lifetime of the said Sir *John Shelley* his Father, then to the Use of the said Sir *John Shelley*, his Heirs and Assigns; and as to, for, and concerning all the Residue and Remainder of the said Hereditaments and Premises thereby granted and released, and not therein before limited to the said *John Shelley* for his Life, and not charged with the said Annuity or yearly Rent-charge of One thousand Two hundred Pounds (among which are the said several Manors, Hereditaments, and Premises in the said Counties of *Kent* and *Wilts*, and the said Farm called *Kingsham Farm*, in the said Parish of *Pancras* in the said County of *Sussex*, herein after by this Act vested to be sold) to the Use of the said *George Lewis Newnham* and *Bateman Robson*, their Executors, Administrators, and Assigns, during the Term of One thousand Years, to commence from the Solemnization of the said then intended Marriage, without Impeachment of Waste, upon the Trusts and for the Intents and Purposes therein and herein after mentioned of and concerning the same Term; and from and immediately after the End, Expiration, or other Determination of the said Term of One thousand Years, and subject thereto, in the mean time, to the Uses, Intents, and Purposes therein and herein after mentioned, of and concerning the same; that is to say, in case there should happen to be Issue of the Body of the said *John Shelley* on the Body of the said *Wilhelmina Newnham* begotten an eldest Son, and also Three or more younger Sons, or an eldest Son and Two younger Sons, and One or more Daughter or Daughters, or an eldest Son and One younger Son only, and Two or more Daughters, and any Three or more of such younger Sons, or any Two of such younger Sons, and One or more such Daughter or Daughters, or any One such younger Son, and Two or more of such Daughters, should severally live to attain the Age of Twenty-one Years, then to the Use of all and every such the younger Sons or younger Son, Daughters or Daughter of the said then intended Marriage, or of any One or more of them, for such Estate and Estates, and in such Parts,
Shares,

Shares, and Proportions, and under and subject to such Conditions, Restrictions, Limitations, and Remainders over, (such Limitations and Remainders over to be for the Benefit of some or One of the said younger Sons or Daughters) and charged and chargeable with such yearly Sum and Sums of Money, and in such Manner as the said *John Shelley*, by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing, to be attested respectively as therein is mentioned, should at any Time or Times direct or appoint; and whether any such younger Son or Sons, Daughter or Daughters, should then happen to be of the Age of Twenty-one Years or under that Age, or born or not born; and in Default of such Direction or Appointment, and in the mean time, and until such Direction or Appointment should be made, to the Use of the first and other Son and Sons of the Body of the said *John Shelley* on the Body of the said *Wilhelmina Newnham* to be begotten successively in Tail Male; and for Default of such Issue, or in case of there being no such Younger Children, or being such, all of them should die before the Age of Twenty-one Years, to the Use of the said Sir *John Shelley* and *John Shelley*, or of the Survivor of them, and of the Heirs and Assigns of such Survivor for ever; and as for and concerning the said Term of Ninety-nine Years limited to the said *John Newnham* and *Richard Russel* as aforesaid, the same was thereby declared to be limited to them, their Executors, Administrators, and Assigns, upon Trust, during the joint Lives of the said Sir *John Shelley* and *Wilhelmina Newnham*, by and out of the Rents, Issues, and Profits of the said Premises comprised in that Term; and by such other Ways as therein are mentioned, to levy and raise the said clear annual Sum of Three hundred Pounds, and to pay the same to the said *Wilhelmina Newnham*, or as she should appoint, quarterly, for her separate Use, as therein is mentioned; and as for and concerning the said Term of Five hundred Years, it was thereby declared, that the same was so limited to the said *George Onslow*, *Henry Shelley*, *William Kempe*, and *William Weller Pepys*, upon Trust, in the first Place, for the further and better securing to the said *Wilhelmina Newnham*, during her Life, the Payment of the said clear Annuity or yearly Rent-charge of One thousand Two hundred Pounds, granted to her as aforesaid, after the Decease of the Survivor of the said Sir *John Shelley*, and *John Shelley*, in such Manner as therein is mentioned, and subject thereto; upon further Trust, that in case there should be any Child or Children of the said *John Shelley* by the said *Wilhelmina Newnham*, (other than and besides an eldest Son) they, the said *George Onslow*, *Henry Shelley*, *William Kempe*, and *William Weller Pepys*, and the Survivor and Survivors of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the Decease of the Survivor of the said Sir *John Shelley* and *John Shelley*, by Mortgage, Sale, or other Disposition of all or any Part or Parts of the said Hereditaments and Premises, comprised in the said Term of Five hundred Years, (but subject and without Prejudice to the said Annuity or yearly Rent Charge of One thousand Two hundred Pounds, payable to the said *Wilhelmina Newnham*,

ham, as aforesaid) levy and raise such Sum of Money for the Portion or Portions of the younger Children of the said then intended Marriage, as therein is mentioned, with such Maintenances in the mean time until the said respective Portions should become payable, as therein is mentioned; and as for and concerning the said Term of One thousand Years, it was thereby declared, that the same was so limited to the said *George Lewis Newnham*, and *Bateman Robson*, their Executors, Administrators, and Assigns, upon Trust, that if at any Time thereafter it should appear, that the said Hereditaments and Premises, charged with the said yearly Rent Charge of One thousand Two hundred Pounds, provided for the Jointure of the said *Wilhelmina Newnham*, and comprized in the said last mentioned Term of Five hundred Years, as aforesaid, or any of them, were subject to or charged or chargeable with the said Two Sums of Ten thousand Pounds, and Ten thousand Pounds, provided for the younger Children of the said Sir *John Shelley*, by the said *Catherine Scawen* his first Wife, or the said *Margaret Pelham* his second Wife, or either of the said Sums, or any Part thereof, or any Interest then due, or thereafter to become payable on account of the same, then, and in such Case, the said *George Lewis Newnham*, and *Bateman Robson*, and the Survivor of them, and the Executors, Administrators, and Assigns, of such Survivor, should from Time to Time, and at all Times thereafter, by and out of the Rents, Issues, and Profits of the said Hereditaments and Premises, comprized in the said Term of One thousand Years, or by Mortgage or Sale thereof, or a competent Part thereof, for all or any Part of the same Term, or by such other Ways or Means as are therein mentioned, when the said Two Sums of Ten thousand Pounds, and Ten thousand Pounds, or one of them, or any Part thereof respectively, or any Interest for the same, should be payable, levy and raise all such Parts of the said Sums of Ten thousand Pounds, and Ten thousand Pounds, and each of them, and of the Interest of them, and each of them respectively, which should appear to be charged on the said Premises, comprized in the said Term of Five hundred Years, or any of them, so as to save, defend, keep harmless, and indemnified the said Premises, charged with the said Jointure of One thousand Two hundred Pounds a Year, provided for the said *Wilhelmina Newnham*, and comprized in the said Term of Five hundred Years, of, from, and against the said Two Sums of Ten thousand Pounds, and Ten thousand Pounds, and each of them, and the Interest thereof: And it was thereby provided and agreed, that if it should happen that the said Premises, comprized in the said last mentioned Term of Five hundred Years, or any of them, were not charged with the said Sums of Ten thousand Pounds, and Ten thousand Pounds, or either of them; or if the Person or Persons who should be intitled to the Reversion or Remainder of the said Premises, comprized in the said last mentioned Term of One thousand Years, expectant on the Determination of the same Term, should pay or cause to be paid the said Sums of Ten thousand Pounds, and Ten thousand Pounds, and all Interest to become payable in respect of the same, and all Costs, Charges, and Expences

of the said Trustees, concerning the said Term of One thousand Years, then, and in such Case, the said Term, or so much thereof as should be then to come and unexpired, and not disposed of for the Purposes aforesaid, should cease and determine :

And whereas the said *John Shelley*, and *Wilbelmina* his Wife, have Issue between them, One Son only and no other Issue; and the said Sir *John Shelley* hath from Time to Time, paid to the said *George Onslow*, and *Charles Polhill*, respectively, the said yearly Sums of One hundred and Five Pounds, and One hundred and Five Pounds, covenanted to be paid by him to them respectively, in and by the said Settlements made on their said respective Marriages, as the same have hitherto become due or payable, as aforesaid :

And whereas the said several Manors, Messuages, Farms, Lands, Advowson, and Hereditaments in the said several Counties of *Kent* and *Wills*, comprized in the said several Settlements, made on the said respective Marriages of the said Sir *John Shelley*, and charged (among others) with the Payment of the said Two Sums of Ten thousand Pounds, and Ten thousand Pounds, provided for the younger Children of the said Sir *John Shelley*, on both his said Marriages, or with the Payment of one of the said Sums, and which are also comprized in the said Settlement, made on the said Marriage of the said *John Shelley* with the said *Wilbelmina* his Wife, do lie at a great distance from the Seat and Place of Residence of the said Sir *John Shelley*, and the Bulk of his Family Estate, and may, as is conceived by him and the said *John Shelley*, his Son, be now sold to great Advantage; and for that Reason the said Sir *John Shelley* and *John Shelley* do propose, and are willing and desirous that the same may be sold, and that out of the Money arising by the Sale thereof, after the Death of the said Sir *John Shelley*, or out of so much thereof as shall be sufficient for that Purpose, the said Two several Sums of Ten thousand Pounds, and Ten thousand Pounds, and the Interest which shall be then due for the same respectively, may be fully paid and discharged to the several and respective Persons who may or shall, on the Death of the said Sir *John Shelley*, be intitled to the Principal or Interest thereof respectively; and in case there shall be or remain any Overplus or Residue of the Money arising by such Sale, after Payment of the said Two several Sums of Ten thousand Pounds, and Ten thousand Pounds, and the Interest thereof, that the same may be laid out and invested in a convenient Purchase of other Lands, in the said County of *Sussex*, to be settled and limited to the same Uses, and upon the same Trusts, as the said Estates and Premises in the said Counties of *Kent* and *Wills* now stand settled and limited by the said Settlement, made on the Marriage of the said *John Shelley* with the said *Wilbelmina* his Wife, or such or so many of them as shall be then existing and undetermined, or capable of taking Effect :

And

And whereas the said Messuage, Farm and Lands called *Kingsham Farm*, in the said Parish of Saint *Pancras*, in the said County of *Sussex*, comprized in the said Marriage Settlement, and now or late in the Occupation of the said *Joseph Randall*, at the yearly Rent of One hundred and Twenty-three Pounds Two Shillings and Four-pence, does also lay at a great Distance from the Family Estates of the said Sir *John Shelley* and *John Shelley*, in other Parts of the said County of *Sussex*, and may be likewise sold to a considerable Advantage; therefore the said Sir *John Shelley* and *John Shelley* are also willing and desirous that the same may be sold, and that out of the Money arising by such Sale, so much of the said Sums of Ten thousand Pounds and Ten thousand Pounds, and the Interest thereof respectively, may be paid, as the Money arising by the Sale of the said Estates in the said Counties of *Kent* and *Wills* may happen to fall short, or prove deficient to pay the same, and the Interest thereof respectively; and that the whole Money arising by the Sale of the said Farm called *Kingsham Farm*, or so much thereof as shall not be necessary to be applied for the Payment and Satisfaction of the said Two Sums and the Interest thereof, may be also laid out and invested in a convenient Purchase of other Lands in the said County of *Sussex*, to be conveyed and settled to the same Uses, and upon the same Trusts, as the said last mentioned Farm doth stand settled and limited by the said Settlement made on the Marriage of the said *John Shelley* with the said *Wilhelmina* his Wife, or such or so many of them as shall be then existing and undetermined, or capable to take Effect. But although such Proposal of the said Sir *John Shelley* and *John Shelley* will manifestly end and be for the Benefit and Advantage of all Persons who are or may be seized of or intitled to the said settled Estates, yet by reason of the Limitations contained in the Marriage Settlement of the said *John Shelley* concerning the said respective Estates to be sold as is after mentioned, and as the Children of the said *John Shelley* and *Wilhelmina* his Wife, and of the said *George Orsflow* and *Henrietta* his Wife, are all under the Age of Twenty-one Years, the said Proposals of the said Sir *John Shelley* and *John Shelley* cannot be accomplished or carried into Execution, nor such Sales of the said several Estates in the said Counties of *Kent* and *Wills*, and of the said Farm called *Kingsham Farm*, be effected, nor a good Title made to the Purchaser or Purchasers thereof, without the Aid and Authority of Parliament:

Wherefore your Majesty's most dutiful and loyal Subjects the said Sir *John Shelley*, *John Shelley* and *Wilhelmina* his Wife, *Catherine Shelley*, and *Charles Polbill*, and the said *George Orsflow* and *Henrietta* his Wife, in Behalf of themselves and of their said Infant Children,

Do most humbly beseech Your MAJESTY,

That it may be Enacted, and be it Enacted by the King's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual

from and after the Day of One
thousand Seven hundred and Seventy-one, be settled upon and vested in,

in, and the same are hereby from thenceforth settled upon and vested in

their Heirs and Assigns, freed and discharged, and absolutely acquitted, exempted and exonerated of, from and against all and every the Uses, Estates, Trusts, Charges, Powers, Provisoes, Limitations and Agreements in and by the said Two several and respective Settlements made on the Two Marriages of the said Sir *John Shelley*; and also in and by the said Settlement made on the said Marriage of the said *John Shelley* and *Wilhelmina* his Wife, herein before mentioned and recited, and thereby respectively limited, created, provided and declared, of and concerning the said Premises respectively, or any of them, upon the Trusts, and to and for the several Ends, Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same respectively; (that is to say) upon Trust, that they the said

or the Survivor of them, or the Heirs and Assigns of such Survivor, shall and do, with all convenient Speed, with the Consent and Approbation of the said Sir *John Shelley* and *John Shelley*, or of the Survivor of them, if living, to be signified by Writing under their or his Hands or Hand, but if dead, then at the Discretion of the said

or the Survivor of them, his Heirs or Assigns, sell and dispose of, and convey, the said several Manors, Messuages, Farms, Lands, Advowson, Tenements, Hereditaments and Premises, so vested in them as aforesaid, with their and every of their Rights, Royalties, Members and Appurtenances, either intirely or in Parcels, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for the most Money and best Price or Prices that can at the Time of such Sale or Sales be reasonably had or gotten for the same.

And it is hereby further Enacted and Declared, That from and after the Sale and Conveyance of the Premises, hereby vested in the said

as aforesaid, or any Part thereof, shall be made, that the said

to be sold
their Heirs, Executors, Administrators, and Assigns, shall stand and be possessed of, and interested in, all and every Sum and Sums of Money to arise by such Sale or Sales, upon the several Trusts, and to and for the several Uses, Intents, and Purposes, herein after mentioned concerning the same; that is to say, in the first place, for the paying and defraying the Charges and Expences attending, or any way relating to the obtaining and passing this Act, and all other reasonable Charges and Expences incident to the Execution of the Trusts hereby created and declared touching the same: And upon further Trust, that they the said

and the Survivor of them, and the Executors, Administrators, and Assigns, of such Survivor, shall and do, by and with the Consent and Approbation of the said Sir *John Shelley* and *John Shelley*, *Catherine Shelley*, *Charles Polbill*, and *George Onslow* and *Henrietta* his Wife, or of the Survivors or Survivor of them, to be signified as aforesaid, by and out of the Monies to arise from the Sale or Sales of the said Manors and Premises in the said Counties of *Kent* and *Wilts*, lay out and invest the Sum of Twenty thousand Pounds in or upon One or more real Security or Securities; and, from Time to Time, with such Consent and Approbation as aforesaid, call in and receive such Monies, so to be placed out on such Securities as aforesaid, or any Part thereof; and again to lend and place out the same, or any Part thereof, upon such Securities, and pay, apply, and dispose of the Interest and Produce of such Security or Securities, unto the said Sir *John Shelley*, for and during the Term of his natural Life; and from and immediately after his Death, upon Trust, to get in and receive the Principal and Interest due upon such Security or Securities, and by and out of the Money to arise therefrom, to pay to the said *Charles Polbill*, his Executors, Administrators, or Assigns, the Sum of Three thousand Three hundred and Thirty-three Pounds Six Shillings and Eight Pence, with all Interest which shall then be due for or in respect of the same, from the Time of the Death of the said Sir *John Shelley*; and also, to the said *Catherine Shelley*, her Executors, Administrators, or Assigns, the said Sum of Six thousand Six hundred and Sixty-six Pounds Thirteen Shillings and Four Pence, with all Interest which shall then be due for or in respect of the same, from the Death of the said Sir *John Shelley*, in full of the said Sum of Ten thousand Pounds provided by the said Settlement, made on the Marriage of the said Sir *John Shelley* with the said Dame *Catherine* (late *Catherine Scawen*) his first Wife, for the younger Children of that Marriage: And also, upon further Trust, by and out of the Residue of the Money to arise from such Security or Securities, to pay the said other Sum of Ten thousand Pounds provided by the said Settlement, made on the Marriage of the said Sir *John Shelley* with the said Dame *Margaret* (late *Margaret Pelham*) his second Wife, for the Portion or Portions of the younger Child or Children of that Marriage, to the Person or Persons who shall then be intitled to receive the same, either in his, her, or their own Right, or as Trustees or a Trustee, to be named and approved of by the said *George Onslow* and *Henrietta* his Wife, or the Survivor of them, and also to be approved of by the said *John Shelley*, his Executors or Administrators; upon the several Trusts, and for the several Ends, Intents and Purposes, mentioned and expressed in the said Marriage Articles of the said *George Onslow* and *Henrietta* his Wife, before recited, concerning the said Portion of the said *Henrietta Onslow*, together with all Interest which shall have accrued, and be due and owing for or in respect of the same Sum of Ten thousand Pounds, from the Decease of the said Sir *John Shelley*.

And

And it is hereby further Enacted and Declared, by the Authority aforesaid, That in case there shall remain any Sum of Money to arise by the Sale of the said Manors and Premises, in the said Counties of *Kent* and *Wilts*, after Payment of the Charges and Expences of this Act, and of the Execution of the several Trusts hereby created, and Investment of the said Sum of Twenty thousand Pounds in or upon a real Security or Securities for the Purposes aforesaid, the same shall be upon Trust, that they the said

their Executors, Administrators, and Assigns, shall and do lay out, apply, and dispose of such Residue or Surplus, to arise by such Sale or Sales of the said Manors and Premises, in the said Counties of *Kent* and *Wilts*, in the Purchase of Freehold Messuages, Lands, Tenements, and Hereditaments, in some Place or Places in the said County of *Sussex*, in Fee Simple in Possession, and of any Copyhold Messuages, Lands, and Hereditaments, which may lie near or intermix therewith, and be proper to go with the same, to be settled, conveyed, surrendered, and assured, to the several Uses, upon the Trusts, and to and for the several Ends, Intents, and Purposes, and under and subject to the several Provisoës, Limitations, and Agreements, mentioned, expressed, and declared, of and concerning the said Manors and Premises, in the said Counties of *Kent* and *Wilts*, in and by the said Settlement, made on the Marriage of the said *John Shelley* with the said *Wilbelmina* his Wife, or as near thereto as the Death of Parties and other Contingencies may admit; but absolutely exempted, exonerated, and discharged, of and from the Payment of the said Two Sums of Ten thousand Pounds and Ten thousand Pounds, and the Interest thereof, and all Powers and Remedies for recovering or receiving the same.

And it is hereby further Enacted and Declared, That in case it shall happen, that the Money arising by the Sale or Sales of the said Manors and Premises, in the said Counties of *Kent* and *Wilts*, shall not be sufficient to pay and satisfy the Costs and Charges of this Act, and the other Charges aforesaid, and to invest the Sum of Twenty thousand Pounds in or upon One or more real Security or Securities for the Purposes aforesaid; then that they the said

or the Survivor of them, or the Executors, Administrators, or Assigns, of such Survivor, do and shall, by and out of the Money to arise by the Sale of the said Farm called *Kingsham Farm*, and the Lands thereto belonging, in the said County of *Sussex*, vested in them also to be sold as aforesaid, by and with such Consent as aforesaid, lay out and invest such a Sum or Sums of Money, in or upon One or more real Security or Securities, as, together with the Monies arising from the Sale of the said Manors and Premises, in the said Counties of *Kent* and *Wilts*, then already invested by them upon real Security or Securities as aforesaid, shall make up the Sum of Twenty thousand Pounds; and do and shall pay, apply, and dispose of the Principal and Interest thereof,

thereof, to make good what the Money arising by Sale of the said Estates, in the said Counties of *Kent* and *Wills*, shall happen to fall short, or prove deficient to pay the said Two Sums of Ten thousand Pounds and Ten thousand Pounds, and the Interest thereof: And upon further Trust, that the said

or the Survivor of them, or the Executors, Administrators, or Assigns, of such Survivor, do and shall lay out and apply the whole, or so much of the Money to arise by the Sale of the said last mentioned Farm and Premises, called *Kingsham Farm*, as shall remain, after paying or making good such Deficiency as aforesaid, as the Case may happen; in the Purchase likewise of other Freehold Messuages, Lands, Tenements, and Hereditaments, in some Place or Places in the said County of *Sussex*, in Fee Simple in Possession; and of any Copyhold Messuages, Lands, and Hereditaments, which may lie near or intermixt therewith, and be proper to go with the same; and do and shall settle, convey, surrender, and assure, the said Messuages, Lands, Tenements, and Hereditaments so to be purchased with the Money arising by the Sale of the said Farm and Premises, called *Kingsham Farm*, in the said County of *Sussex*, or with such Residue thereof, as aforesaid; to the several Uses upon the Trusts, and to and for the several Ends, Intents, and Purposes, and under and subject to the several Provisoos, Limitations, and Agreements, (save and except so far as the same do relate to or concern the Payment of the said Two Sums of Ten thousand Pounds, and Ten thousand Pounds, or either of them, or the Interest thereof respectively, or any Powers or Remedies for recovering or receiving the same, or any Indemnification in respect thereof) also mentioned, expressed, and declared, of and concerning the said last mentioned Farm and Premises, in and by the said Settlement, made on the Marriage of the said *John Shelley* with the said *Wilhelmina* his Wife, or as near thereto as the Death of Parties and other Contingencies may admit.

And it is hereby further Enacted and Declared, That when and so soon as the said several and respective Estates, vested in the said Trustees to be sold as aforesaid, shall be sold, and the said Two respective Sums of Ten thousand Pounds, and Ten thousand Pounds, and the Interest thereof as aforesaid, shall have been fully paid and satisfied, all the Manors, Messuages, Lands, Woods, Rents, Advowsons, Tenements, and Hereditaments, in the said County of *Sussex*, comprized in the said Settlement, made on the Marriage of the said *John Shelley* with the said *Wilhelmina* his Wife, and not hereby directed to be sold, shall from thenceforth stand and be absolutely freed and exempted and discharged of and from the Payment of the said Two respective Sums of Ten thousand Pounds and Ten thousand Pounds, and each of them, and all Interest to grow due or become payable for the same, and also freed and exempted and discharged of and from all Estates, Trusts, Terms of Years, Charges, Powers, Provisoos, and Agreements, for the recovering and receiving

receiving the same, or either of them, or any Part thereof, or any Interest for the same respectively, or by Way of Indemnity against the Payment thereof, contained in the said several Settlements made by the said Sir *John Shelley* and *John Shelley* respectively, on their several and respective Marriages herein before recited, or any of them.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That all and every Person or Persons, their respective Heirs and Assigns, to whom the said Trustees herein before named, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall by virtue of this Act make any Sale or Sales of the several Manors, Messuages, Farms, Lands, Advowson, Tenements, Hereditaments, and Premises vested in them, to be sold as aforesaid, shall respectively hold and enjoy the same Manors and Premises, and every of them, and every Part thereof, freed and absolutely discharged of and from the several Uses, Estates, Trusts, Charges, Powers, Provisoos, and Limitations, in and by the said several and respective Settlements herein before recited, made on the said respective Marriages of the said Sir *John Shelley* and *John Shelley*, or any of them, limited, created, provided, and declared, of and concerning the same Manors and Premises respectively, or any of them, or any Part thereof, and that upon Payment of their respective Purchase Monies to the said

or the Survivor of them, his Heirs, Executors, Administrators or Assigns, and their or his giving and signing a Receipt or Receipts for such respective Purchase Monies, the same shall from Time to Time be, and be deemed and taken to be a good and sufficient Discharge to such Purchaser or Purchasers, for his, her, or their respective Purchase Money; and such Purchaser or Purchasers, his, her, and their respective Heirs, Executors, Administrators, and Assigns, from thenceforth shall be, and is and are hereby absolutely acquitted and discharged of and from the same, and he, she, or they, or any of them, shall not be answerable or accountable for any Loss, Misapplication, or Non-application of such respective Purchase Monies, or any Part thereof.

And it is hereby further Enacted and Declared, That in the mean time, and until such Sale or Sales shall be made as aforesaid, the said

and their Heirs, shall stand and be seized of and in the said Manors, Messuages, Farms, Lands, Advowson, Tenements, Hereditaments, and Premises so vested in them to be sold as aforesaid, in Trust to permit and suffer the Rents, Issues, and Profits thereof, to be received and taken by such Person or Persons who ought or would be intitled to receive the same in case this Act had not been made.

H

And

And it is hereby further Enacted and Declared, That in the mean time, and until such Purchase or Purchases of Lands, can be had or made for the laying out the Residue and Surplus of the Monies arising by the Sale of the several Manors and Premises vested in the said Trustees, to be sold as aforesaid, after Payment of the Charges and Expences of this Act, and of the Charges attending the Execution of the Trusts aforesaid, and of the Investment of the said Sum of Twenty Pounds for the Purposes aforesaid, the said

or the Survivors of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, do and shall pay the Residue of the Money to arise and be produced by such Sale or Sales into the Bank of England, in the Name and with the Privy of the Accountant-general of the Court of Chancery, to be placed to his Account, there, *ex parte* the Trustee or Trustees so paying the same, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of his late Majesty King George the Second, and there remain until some proper Purchase or Purchases as aforesaid shall be found and approved, and until upon a proper Petition to be preferred to the Court of Chancery in a summary Way, at the Expence of the Person or Persons intitled to the next Estate of Inheritance in the Lands and Hereditaments so to be purchased, the same be ordered to be paid out of the Bank for completing such Purchase or Purchases, in such Manner as the said Court shall think fit and direct.

Provided always, and be it further Enacted and Declared, That in the mean time, and until such Purchase or Purchases can be had and made, the said Accountant-general shall, by Order of the said Court of Chancery, place out the Monies so to be paid into the Bank as aforesaid, or any Part thereof, in the Purchase of Three *per Centum* Bank consolidated Annuities, and pay and apply the Interest, Dividends, and yearly Proceed arising and to be produced from the same, unto such Person or Persons as would for the Time being be intitled to receive the yearly Rents and Profits of the said respective Manors and Premises hereby directed to be purchased as aforesaid, in case the same were purchased and settled pursuant to this Act.

Provided always, and it is hereby further Enacted and Declared, That the said

shall not, nor shall either of them, or the Heirs, Executors, Administrators or Assigns of them, or either of them, be answerable or accountable for any Money to be received by virtue of, or under the Trusts hereby vested in them as aforesaid, any otherwise than each Person for such Sum or Sums of Money as he, she, or they shall respectively actually receive; and that none of them shall be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, and Defaults

faults of the others or other of them, but each of them only for his own Acts, Receipts, Neglects, or Defaults; and that they, each, and every of them shall and may, out of the Rents, Issues, and Profits, and Sum and Sums of Money, which shall come to his, her, or their Hand or Hands, by virtue of any of the Trusts aforesaid, retain to, and reimburse himself, herself, or themselves respectively, all such Costs, Charges, Damages and Expences as they, every, or any of them shall or may bear, pay, sustain, or be put unto, for or by reason of the Trusts hereby in them reposed, or any of them, or in or about the Management or Execution thereof.

Saving always to the King's Most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators (other than and except the said Sir *John Shelley*, and *John Shelley* and *Wilhelmina* his Wife, and the first and other Son and Sons of the Body of the said *John Shelley* on the Body of the said *Wilhelmina* his Wife begotten or to be begotten, and the Heirs Male of the Body and Bodies of such Son and Sons lawfully issuing, and the younger Child and Children begotten, or to be begotten, between the said *John Shelley* and *Wilhelmina* his Wife, and the Executors, Administrators, and Assigns of such Child or Children, and the said *Charles Polbill*, and *Catherine Shelley*, the Daughter of the said Sir *John Shelley*, and their respective Executors, Administrators, and Assigns, and the Executors, Administrators, and Assigns of the said *Mary Shelley* deceased, and the said *George Onslow* and *Henrietta* his Wife, and the Child and Children begotten, and to be begotten, between them and the respective Executors, Administrators, and Assigns of the said *George Onslow* and *Henrietta* his Wife, and of each of such their Child or Children, and the right Heirs of the said Sir *John Shelley* and *John Shelley*, and of each of them, and the several Trustees in the said herein before recited Settlements named, their respective Executors, Administrators, and Assigns, and all and every other Person and Persons claiming or to claim any Use, Estate, Trust, Interest, Term of Years, Charge, or Incumbrance of, in, to, or out of the said Manors, Messuages, Farms, Lands, Advowson, Tenements, Hereditaments, and Premises hereby vested in Trust to be sold as aforesaid, or any of them, by virtue of or under the said several and respective Settlements made on the several and respective Marriages of the said Sir *John Shelley* and *John Shelley*, or the said Marriage Articles of the said *George Onslow* and *Henrietta* his Wife herein before severally recited, or any of them, and their respective Heirs, Executors, Administrators, and Assigns) all such Estates, Rights, Titles, Interest, Claims, and Demands, of, in, to, or out of the said Manors and Premises herein before directed to be sold as aforesaid, or any of them, or any Part thereof, as they, every or any of them had before the passing this Act, or could, should, or might have had, held, and enjoyed, in case this Act had not been made.

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FOR

Sale of Part of the settled Estates of Sir John Shelley, Bart. and of the Right Honourable John Shelley his Son, in the several Counties of Kent and Wilts; and also of a Farm called Kingham Farm, in the Parish of Saint Pancras in the County of Suffex; and for applying the Monies to arise by such Sale in Discharge of the Portions of the Daughters of the said Sir John Shelley, affecting the Estates of him and his said Son, and for other Purposes.